

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL  
 HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Invitation to Bid**Solicitation Number: **DR3026**Due Date: **08/20/02 at 2:00 P.M.**

Date Sent: August 2, 2002

**Agency Contract**Goods and services to be purchased: **MAINTENANCE OF UTAH DEPARTMENT OF TRANSPORTATION'S NAVIGATIONAL AID EQUIPMENT****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH**  
**DIVISION OF PURCHASING**  
**GENERAL SERVICES**

**Invitation to Bid**

**Solicitation Number: DR3026**

**Due Date: 08/20/02**

**Vendor Name:**

Item#	Qty	Unit	Description	Unit Price	Extension
001			MAINTENANCE FOR UTAH DEPARTMENT OF TRANSPORTATION'S NAVIGATIONAL AID EQUIPMENT AS PER ATTACHED SPECIFICATIONS.	\$	\$

WITH QUESTIONS OR CLARIFICATION REGARDING SPECIFICATIONS PLEASE CONTACT JAMES PHILLIPS AT 801-965-3836.

WITH PURCHASING QUESTIONS OR CLARIFICATION PLEASE CONTACT DANIEL REISNER AT 801-538-3216.

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REFERENCE RX: 810 36000000021

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). Three consecutive no responses will automatically result in removal.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume

responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits

sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

**MAINTENANCE SERVICES FOR STATE OWNED NAVIGATIONAL AIDS  
INVITATION TO BID DR3026**

**EXECUTIVE SUMMARY**

**Project Name:** Navigational Aids Maintenance Services

**Requested Service:** Utah Department of Transportation (UDOT) desires to establish a contract for Navigational Aids Maintenance Services for State owned equipment at various location throughout the State.

**Operating Location(s):** See Bid specifications for various locations.

**State Purchasing Agent:** Dan Reisner, State Procurement Coordinator  
State of Utah, Division of Purchasing  
PO Box 141061  
3150 State Office Building, Capitol Hill  
Salt Lake City, UT 84114-1061  
Phone Number: (801) 538-3216  
Fax Number: (801) 538-3882  
E-mail: dreisner@utah.gov

**UDOT Purchasing Agent:** James T. Phillips, C.P.M., Purchasing Agent  
Utah Department of Transportation  
4501 S. 2700 W.  
Salt Lake City, UT 84114-8260  
Phone Number: (801) 965-3836  
Fax Number: (801) 965-4073

**Note:** All questions or inquiries pertaining to this Invitation To Bid shall be directed to the above State Purchasing Agent.

**Project Manager:** M. Patrick Morley, Director  
UDOT Division of Aeronautics  
135 North 2400 West  
Salt Lake City, UT 84116  
Phone Number: (801) 715-2260  
Fax Number: (801) 715-2276

**Expected Contract Type:** Firm Fixed Price

**Est. Contract Award Date:** August 26, 2002

**Performance Period:** August 26, 2002 through August 25, 2005

## **MAINTENANCE SERVICES OF STATE OWNED NAVIGATIONAL AIDS**

1. Purpose: This solicitation is intended to establish a three (3) year contract for maintenance services of State owned Aviation Navigation Equipment. Makes and Models of Equipment are listed in Pricing. The types of equipment are as follows:

1. VOR - Very High Frequency Omnidirectional Range
2. DME - Distance Measuring Equipment.
3. NDB - Nondirectional Radio Beacon

2. Contract Award(s): Multiple contracts to separate Contractors may be awarded from this solicitation.

3. Scope of Work: In General all services shall be performed in accordance with F.A.A. Order 6700.20A for NON-FEDERAL NAVIGATIONAL AIDS AND AIR TRAFFIC CONTROL FACILITIES.

### 3.1 Scheduled monthly services and adjustments:

The Contractor shall perform those routine tests and adjustments required by 14 CFR Part 171 for non-federal airports, record results in the station log and submit results to the Federal Aviation Administration (FAA) with one (1) copy of each report to STATE.

### 3.2 Restoration of equipment after an unscheduled outage.

- 3.2.1 Response time following an unscheduled outage shall average forty-eight (48) hours or less.
- 3.2.2 The State shall, at its expense, maintain an inventory of serviceable spare parts.
- 3.2.3 The Contractor shall use parts from the State's inventory unless directed otherwise by the State Representative.
- 3.2.4 If parts are not available in the States inventory, The Contractor shall provide parts at cost to the State. All parts provided by the Contractor shall meet current FAA standards.
- 3.2.4 State shall pay for and direct the repair and/or disposition of equipment of all unserviceable equipment. State may, at its sole discretion, assign the Contractor to accomplish repairs of unserviceable equipment. A firm price quote shall be provided to the State and approval given by the State prior to start of repairs.

4. Testing After Services

- 4.1 If requested by the State, the Contractor shall attend scheduled FAA site visits and/or flight inspections required by the FAA.
- 4.2 Test equipment shall be provided, maintained, calibrated and inventoried by the State.

5. Submission of Bids

One copy of each bid must be received by the State of Utah Division of Purchasing no later than 2:00 P.M., Tuesday, August 20, 2002. Bids received after the deadline will be late and ineligible for consideration. Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

6. Consideration of Bids

In the initial phase of the vendor selection process all bids received on time will be reviewed. First, non-responsive bids (those not conforming to bid specifications) will be eliminated. Second, the remaining bids will be reviewed and those bids that do not provide sufficient evidence to be able to perform the work outlined in the bid specifications will be eliminated.

7. Evaluation of Bids

Evaluation of bids will be based on most favorable vendor pricing meeting specifications.

8. Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

**P R I C I N G**  
 Navigational Aid Maintenance Contract

1. Pricing for Monthly Scheduled Maintenance (Includes per diem and all travel to and from the site being serviced.)
  - 1.1 Logan, Utah
    - 1.1.1 VOR Model: Wilcox 585 \$\_\_\_\_\_ per month
    - 1.1.2 DME Model: Wilcox 596 \$\_\_\_\_\_ per month
  - 1.2 Moab, Utah
    - 1.2.1 VOR Model: Wilcox 5850 \$\_\_\_\_\_ per month
    - 1.2.2 DME Model: Wilcox 596 \$\_\_\_\_\_ per month
  - 1.3 St. George, Utah
    - 1.3.1 VOR Model: Wilcox 5850 \$\_\_\_\_\_ per month
    - 1.3.2 DME Model: Wilcox 596 \$\_\_\_\_\_ per month
  - 1.4 Brigham City, Utah
    - 1.4.1 NDB Model: Wilcox 785 \$\_\_\_\_\_ per month
2. Unscheduled Service
  - 2.1 Price per day per person as required by the State (to be billed in half (1/2) day increments). \$\_\_\_\_\_ per day
  - 2.2 **Premium added to price listed in 2.1** if travel or service(s) are required by the State on New Year's Eve, New Year's Day, Memorial Day, July 4<sup>th</sup>, Thanksgiving Day or Christmas Day. \$\_\_\_\_\_ per day

**SPECIAL TERMS AND CONDITIONS**

1. **COMPLETE CONTRACT**

This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

2. **CONTRACTOR NOT AN AGENT**

CONTRACTOR, including its agents and employees, is an independent CONTRACTOR and not an agent or employee of the STATE. CONTRACTOR is NOT authorized to represent and STATE expressly disclaims any liability resulting from such misrepresentation.

3. **ACCEPTANCE OF GOODS NOT A WAIVER**

The acceptance of goods described in this contract shall not constitute a waiver of any right of action that the STATE may have for breach of warranty or any other cause.

4. **PRICING**

The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

**ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR ONE YEAR, AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.**

5. **WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

6. **INVOICING**

**THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.**

The Contractor shall submit invoices to:  
Utah Department of Transportation  
Aeronautics Division  
135 North 2400 West  
Salt Lake City, Utah 84116

The State will remit payment by mail.  
The State reserves the right to adjust incorrect invoices.

7. **NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

## **SPECIAL TERMS AND CONDITIONS**

8. **NON-COMPETE CLAUSE**

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.

9. **INSURANCE**

Prior to commencing work the Contractor shall provide the State with proof of insurance. The insurance policy shall provide coverage to the Contractor for bodily injury and property damage arising from the Contractor's negligent execution of the instructions, duties, obligations and projects assigned to it by the State. Liability and Property Damage Insurance Policy shall be \$1,000,000 aggregate minimum. The Contractor shall provide a Certificate of Insurance for each time period of this contract.

The Contractor shall provide adequate Fire and Comprehensive Insurance to cover the value of and the loss of use of the aircraft and other equipment used to fulfill the obligations of this contract.

All insurance coverage provided by the Contractor shall name the State of Utah, UDOT and its employees as additional insureds.

10. **AUTHORIZATION TO USE SERVICES**

The use of the services herein described shall be authorized and requested **only** by the Utah Director of Aeronautics or his authorized Representative.

11. **FORCE MAJEURE**

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their control, including, but not limited to, strike, fire, flood, or other natural disaster, war, embargo, or riot provided that the party so delayed immediately notifies the other party of such delay. If CONTRACTOR's performance is delayed for these reasons for a cumulative period of twenty (20) days or more, STATE may terminate this Agreement and/or any Purchase Order(s) hereunder by giving CONTRACTOR written notice, which termination shall become effective upon receipt of such notice. If STATE terminates, its sole liability under this Agreement or any Purchase Orders issued hereunder will be to pay any balance due for conforming goods and/or services (1) delivered by CONTRACTOR before receipt of STATE's termination notice; and (2) ordered by STATE for delivery and actually delivered within fifteen (15) days after receipt of STATE's termination notice.

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)